

Overlay From Binders

236295 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. L. Hamner and wife, Viva Hamner  
 of Tulsa County, Oklahoma, part 198 of the first part, h~~198~~  
 mortgaged and hereby mortgage to L. D. Lewis, a single man  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two Hundred Sixty (260) of the Re-subdivision of  
 Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Block One, Rogers  
 Heights sub-division, Tulsa County, Oklahoma, according to  
 the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage  
 of \$1200.00

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Eighteen Hundred Thirty-seven and 23/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date  
 according to the terms of 75 certain promissory note S described as follows, to-wit:

72 notes dated July 3, 1923 each for the sum of \$32.00 the first of  
 which matures on the 3d day of August, 1923, and one note on the  
 3d day of each and every month thereafter until all of said notes are  
 paid and one note dated July 3, 1923 maturing August 3, 1929 for the  
 sum of \$20.86,

All of said notes bear interest at the rate of 8% per annum computed  
 and payable monthly on whole sum unpaid each month, such interest  
 being included in the face of each note.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 11.80 and issued  
 Receipt No. 10747 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 21 day of 7, 1923

W. W. Stuckey County Treasurer

E. L. L.

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 hereby  
 covenant and agreed to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed upon the premises and to insure, and keep insured in fav of said  
second party, buildings on said premises.  
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof.

Said part 198 of the first part hereby agree they that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of \$50. and 10% of the amount recovered DOLLARS  
 which this mortgage also secures.

Part 198 of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of July, 1923

Harry L. Hamner

SEAL

Viva Hamner

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State on this 10th  
 day of July, 1923, personally appeared

H. L. Hamner

and wife Viva Hamner

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed  
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Sept. 18, 1924. (Seal)

T. L. Shell,

Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July, A. D., 1923  
 at 8:00 o'clock A. M. Book 439, Page 346

By Brady Brown,

Deputy, (Seal)

O. G. Weaver,

County Clerk